

EXHIBIT B

CUSTOMER CLAIM

Claim Number _____

Date Received _____

BERNARD L. MADOFF INVESTMENT SECURITIES LLC

In Liquidation

DECEMBER 11, 2008

(Please print or type)

Name of Customer: Robert L. Schwartz
Mailing Address: 300 Central Park West suite 1D
City: New York State: NY Zip: 10024
Account No.: 1-50827-3-0
Taxpayer I.D. Number (Social Security No.): 293-16-7918

NOTE: BEFORE COMPLETING THIS CLAIM FORM, BE SURE TO READ CAREFULLY THE ACCOMPANYING INSTRUCTION SHEET. A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT AND, TO RECEIVE THE FULL PROTECTION AFFORDED UNDER SIPA, ALL CUSTOMER CLAIMS MUST BE RECEIVED BY THE TRUSTEE ON OR BEFORE March 4, 2009. CLAIMS RECEIVED AFTER THAT DATE, BUT ON OR BEFORE July 2, 2009, WILL BE SUBJECT TO DELAYED PROCESSING AND TO BEING SATISFIED ON TERMS LESS FAVORABLE TO THE CLAIMANT. PLEASE SEND YOUR CLAIM FORM BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED.

1. Claim for money balances as of December 11, 2008:

- a. The Broker owes me a Credit (Cr.) Balance of \$ 0
- b. I owe the Broker a Debit (Dr.) Balance of \$ 0 N/A
- c. If you wish to repay the Debit Balance,
please insert the amount you wish to repay and
attach a check payable to "Irving H. Picard, Esq.,
Trustee for Bernard L. Madoff Investment Securities LLC."
If you wish to make a payment, it must be enclosed
with this claim form. \$ 0
- d. If balance is zero, insert "None." 0

2. Claim for securities as of December 11, 2008:

PLEASE DO NOT CLAIM ANY SECURITIES YOU HAVE IN YOUR POSSESSION.

	<u>YES</u>	<u>NO</u>
a. The Broker owes me securities	<u>✓</u>	<u></u>
b. I owe the Broker securities	<u></u>	<u>✓</u>
c. If yes to either, please list below:		

Date of Transaction (trade date)	Name of Security	Number of Shares or Face Amount of Bonds	
		The Broker Owes Me (Long)	I Owe the Broker (Short)
<u></u>	<u>Please see the attached</u>	<u></u>	<u></u>
<u></u>	<u>November 30, 2008 account</u>	<u></u>	<u></u>
<u></u>	<u>statement at Exhibit C</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

Proper documentation can speed the review, allowance and satisfaction of your claim and shorten the time required to deliver your securities and cash to you. Please enclose, if possible, copies of your last account statement and purchase or sale confirmations and checks which relate to the securities or cash you claim, and any other documentation, such as correspondence, which you believe will be of assistance in processing your claim. In particular, you should provide all documentation (such as cancelled checks, receipts from the Debtor, proof of wire transfers, etc.) of your deposits of cash or securities with the Debtor from as far back as you have documentation. You should also provide all documentation or information regarding any withdrawals you have ever made or payments received from the Debtor.

Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

PLEASE CHECK THE APPROPRIATE ANSWER FOR ITEMS 3 THROUGH 9.

NOTE: IF "YES" IS MARKED ON ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.

- | | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 3. Has there been any change in your account since December 11, 2008? If so, please explain. | _____ | _____✓ |
| 4. Are you or were you a director, officer, partner, shareholder, lender to or capital contributor of the broker? | _____ | _____✓ |
| 5. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of the broker? | _____ | _____✓ |
| 6. Are you related to, or do you have any business venture with, any of the persons specified in "4" above, or any employee or other person associated in any way with the broker? If so, give name(s) | _____ | _____✓ |
| 7. Is this claim being filed by or on behalf of a broker or dealer or a bank? If so, provide documentation with respect to each public customer on whose behalf you are claiming. | _____ | _____✓ |
| 8. Have you ever given any discretionary authority to any person to execute securities transactions with or through the broker on your behalf? Give names, addresses and phone numbers. | _____ | _____✓ |
| 9. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? If so, give name of that broker. | _____ | _____✓ |

Please list the full name and address of anyone assisting you in the preparation of this claim form: Brian J. Neville, Esq., Lax & Neville, LLP
1412 Broadway Suite 1407 New York, NY 10018

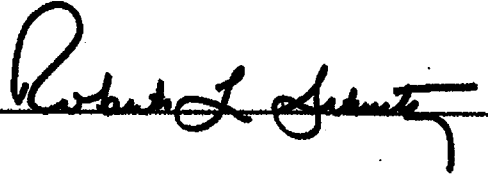
If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate your claim is an estimated claim.

IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF NOT MORE THAN \$50,000 OR IMPRISONMENT FOR NOT MORE THAN FIVE YEARS OR BOTH.

THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.

Date 6/16/09

Signature



Date _____

Signature _____

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

**This customer claim form must be completed and mailed promptly,
together with supporting documentation, etc. to:**

Irving H. Picard, Esq.,
Trustee for Bernard L. Madoff Investment Securities LLC
Claims Processing Center
2100 McKinney Ave., Suite 800
Dallas, TX 75201

LAX NEVILLE

BARRY R. LAX
BRIAN J. NEVILLE

BRIAN MADDOX
SANDRA P. ESPINOSA
RAQUEL TERRIGNO

LAX & NEVILLE, LLP
ATTORNEYS AT LAW

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New York, NY 10018
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www.laxneville.com

OF COUNSEL:
DAVID S. RICH

EXPEDITED REQUEST

June 17, 2009

VIA CERTIFIED MAIL
RETURNED RECEIPT REQUESTED

Irving H. Picard
Trustee for Bernard L. Madoff Investment Securities LLC
Claims Processing Center
2100 McKinney Avenue, Suite 800
Dallas, TX 75201

RE: Robert L. Schwartz 2004 Revocable Trust Account/Bernard L. Madoff Investment Securities LLC

Dear Mr. Picard:

This firm represents the Robert L. Schwartz 2004 Revocable Trust and has assisted it in preparation of its Bernard L. Madoff Investment Securities LLC ("Madoff Securities") SIPC Customer Claim Form. Enclosed herein you will find a completed Customer Claim Form for the Robert L. Schwartz 2004 Revocable Trust account. Additionally, below is a description of the relationship between the Robert L. Schwartz 2004 Revocable Trust account and Madoff Securities. The statements made in this letter are true and accurate to the best of our knowledge and belief, and are being provided to support the Robert L. Schwartz 2004 Revocable Trust SIPC claims.

Robert Schwartz, as trustee of the Robert L. Schwartz 2004 Revocable Trust, opened a trust account with Madoff Securities in 1996. Attached hereto as Exhibit A is a copy of the

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NEVILLE

Irving H. Picard
June 17, 2009
Page 2 of 3

Robert Leon Schwartz 2004 Revocable Trust Agreement. Robert Schwartz is 88 years old, and suffers from kidney disease, cerebrovascular insufficiency and coronary artery disease. He has difficulty walking and difficulty with activities of daily life. His home is equipped for assistance with his disability. Attached hereto as Exhibit B is a letter from Robert Schwartz's physician detailing his medical condition. Robert Schwartz took withdrawals from the Madoff Securities account to pay for living and medical expenses, and for mortgage and tax payments. He invested all of his funds with Madoff Securities and has lost it all. Robert Schwartz's bank accounts are depleted, and his only current source of income is social security benefits. Now, due to the Madoff fraud, he is unable to pay for his necessary living and medical expenses, and was forced to let go of home health aids who assisted him daily. He also may need to sell his current home and move to a smaller home as he cannot afford the mortgage payments. Moving would be very harmful to Robert Schwartz's health as his current home is specifically modified for his health condition, with handlebars and walk-in showers. Robert Schwartz was also forced to borrow over \$65,000 from credit cards to pay his bills. Robert Schwartz exemplifies the severity, scope and hardship caused by the Madoff fraud. Please, any expedited determination of this claim is greatly appreciated.

The balance in the Robert Schwartz 2004 Revocable Trust account as of the filing date is \$2,686,373.78. Attached hereto as Exhibit C is the Madoff Securities account statement for the Robert Schwartz 2004 Revocable Trust, dated November 30, 2008. Also, attached hereto as Exhibit D are Madoff Securities November 2008 confirmations, which list SIPC membership, for the Robert Schwartz 2004 Revocable Trust account.

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Irving H. Picard
June 17, 2009
Page 3 of 3

Robert Schwartz, as trustee for the Robert L. Schwartz 2004 Revocable Trust, received account statements and confirmations from Madoff Securities reflecting the securities purchased and showing he held securities in his account. Based upon the account statements and the confirmations, Robert Schwartz at all times expected to have those securities in his account. The securities listed on these statements were real, widely held securities and their prices could be readily verified against objective and publicly available market information. He always believed SIPC coverage would cover the securities listed as being in his account should Madoff Securities ever fail.

CONCLUSION

The Robert L. Schwartz 2004 Revocable Trust is seeking the full protection of SIPA for the account as follows:

- Account No: 1-S0227 Robert L. Schwartz 2004 Revocable Trust
Total = \$2,686,373.78

If there are any questions regarding this matter or if you require additional documents and information, please do not hesitate to contact me. Thank you.

Very truly yours,
Lax & Neville, LLP

By: Brian Neville spc.
Brian J. Neville

ENC.

EXHIBIT A

**THE ROBERT LEON SCHWARTZ
2004 REVOCABLE TRUST AGREEMENT**

DATED: AS OF JANUARY, 15, 2004

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ROBERT LEON SCHWARTZ
2004 REVOCABLE TRUST AGREEMENT

This Revocable Trust Agreement dated as of the 15th day of January, 2004,
between Robert Leon Schwartz, residing 617 West End Avenue, PH, New York, New York,
10024 as Grantor (hereinafter called Grantor and Renee Bunnell Schwartz and Kathryn Williams,
as trustees (hereinafter called Trustees).

WITNESSETH:

WHEREAS, In consideration of mutual covenants herein contained, and other
valuable considerations, the Grantor desires to create a revocable trust for the benefit of himself
during his life, and his family after his death, and does hereby grant, assign, transfer and set over
to the Trustees the property described in Schedule A annexed hereto, the receipt of which is
hereby acknowledged by the Trustees, to hold the same, In Trust, and subject to the terms herein
set forth. The Grantor desires the Trustees to know that his primary concern is to provide for the
comfort, well being, health and pleasure of Grantor and Grantor's wife and that Grantor
acknowledges his deep affection, concern and appreciation for his wife. The purpose of this Trust
is to insure that the terms of Grantor's Last Will and Testament and Pre Nuptial Agreement are
faithfully carried out in accordance with Grantor's intentions.

R.L.
R.B.
R.B.

This trust shall be known as the "Robert Leon Schwartz 2004 Revocable
Trust."

ONE: Family. At the date of the execution of this trust, the Grantor's immediate family consists of his wife, Renee Bunnell Schwartz and his children, Jane MacLean, Andrew Schwartz and Nikki Schwartz. Words referring to the Grantor's wife are to Renee Bunnell Schwartz and words referring to "child," "children," or "issue" shall include Jane MacLean, Andrew Schwartz and Nikki Schwartz and any other children later born to or adopted by the Grantor and his wife.

TWO: Provisions during Grantor's Life.

A. During the Grantor's life, the Trustees shall hold and administer all property in the trust (hereinafter referred to as the "Trust Estate"), In Trust, and shall invest and reinvest the same, shall collect the income therefrom, shall pay all expenses chargeable thereto and shall pay the entire net income from the Trust Estate to or for the benefit of the Grantor during his lifetime.

The Trustees may at any time or from time to time pay to the Grantor so much of the principal of the Trust Estate, whether the whole or a lesser amount, as the Grantor shall request, or as the Trustees shall in their discretion determine.

B. The successor Trustees are authorized, in their sole discretion, after the Grantor's incapacity, or after, in the Trustees' judgment, reasonable doubt exists regarding the capacity of the Grantor, to make gifts of the trust principal to continue any gift program which the Grantor had previously commenced to make use of the available federal gift tax annual exclusion. Such gifts may be made outright or in trust.

THREE: Payment of Legacies, Debts, Expenses and Taxes.

A. Upon the death of the Grantor, the Trustees shall pay to the executor or other legal representative of the Grantor's estate out of the then remaining trust principal such amount or amounts as such legal representative shall from time to time request in writing for the payment or discharge of (a) legacies payable under the Grantor's Will, if any, (b) debts of or claims against the Grantor or his estate, (c) funeral expenses and administration expenses of the Grantor's estate, including, without limitation, attorneys' fees and estate, inheritance, transfer, legacy, succession and other death taxes or duties, or any interest or penalties thereon (herein called "death taxes") imposed by any jurisdiction whatsoever by reason of the Grantor's death, whether such death taxes arise in respect of property passing or which has passed under this Agreement or under the Grantor's Will or otherwise, and such death taxes shall be paid from the Family Trust property disposed of by Article FOUR B herein and if the same is insufficient or if the Grantor's wife predeceases the Grantor, from the property disposed of by Article FOUR C herein, and (d) income taxes, if any, payable by the legal representative.

B. If the Grantor's wife shall predecease the Grantor and, at the time of the Grantor's death, the Grantor is the beneficiary of a Marital Trust under his wife's Will or Revocable Trust of which the value thereof is included in the Grantor's gross estate for United States estate tax purposes by reason of Section 2044 of the Internal Revenue Code, the Trustees are directed to recover from the persons receiving such Marital Trust property upon the Grantor's death that portion of all estate, inheritance, transfer, succession and other death taxes, domestic or foreign, together with interest and penalties thereon, if any, imposed by reason of the Grantor's death in

accordance with the provisions of Section 2207A of the Internal Revenue Code, and the provisions of any corresponding tax law of any other State or foreign jurisdiction.


C. If the Grantor's wife survives the Grantor and a Marital Trust has been created under Article FOUR C of this Trust and the Federal estate tax is repealed at the death of the Grantor's wife, the Trustees are directed to pay any state death taxes which shall become payable upon her subsequent death from the Marital Trust.

D. If there are any assets in the then remaining Trust principal which are not subject to claims or which are not subject to any given death tax imposed by reason of the Grantor's death, then such assets or the proceeds thereof shall not be used to pay such amounts for the payment or discharge of such claims or such death tax, unless all other assets which are subject to such claims or such death tax have been used.

E. References to the Internal Revenue Code or any specific section thereof are to the Internal Revenue Code of 1986, as amended, but include reference to corresponding or similar provisions in any subsequent revision of the revenue laws of the United States. All tax-related terms used in this Revocable Trust Indenture shall have the same meaning as in the Internal Revenue Code and in any valid regulations and rulings of the United States Department of Treasury. If any reference to the Internal Revenue Code or any tax-related term becomes meaningless because, by reason of a revision of the revenue laws of the United States, there is no applicable corresponding or similar provision or no such term applicable to a trust created hereunder, then such provision or term shall be interpreted by the Trustees in such matter as they

consider advisable, keeping in mind the general scheme of distribution of this Trust and the purposes for which any trust created hereunder has been established.

FOUR: Provisions after Grantor's Death. Upon the death of the Grantor, after any payments are made pursuant to Article THREE herein, the Trustees shall dispose of the then remaining balance of the Trust Estate as follows:



A. **Tangible Personal Property.** The Trustees shall distribute all of the Grantor's tangible personal property that is made a part of the Trust Estate, including all of the Grantor's furniture, books, objects of art, wearing apparel, automobiles and jewelry, together with any insurance policies relating thereto, but excluding cash, stocks, bonds, securities and other investments, ^{but including} and all title, right and interest in Grantor's residence to the Grantor's wife, Renee Bunnell Schwartz, if she is then living, or, if not, to the Grantor's children who are then living, to be divided among them as they agree, or in the absence of such agreement or if any of such children are minors, as the Trustees shall determine, which determination shall be conclusive on all persons interested in this trust. All expenses of packing, shipping and storing such items of tangible personal property shall be paid out of the trust as an administration expense.

B. **Family Trust.** If the Grantor's wife, Renee Bunnell Schwartz, survives the Grantor, the Trustees shall hold the applicable Estate Tax Exemption Amount (as defined in subparagraph (3) of this Paragraph B), if any, or, if not applicable, the amount described in subparagraph (4) of this Paragraph B, together with any property not includible in the Grantor's gross estate for Federal estate tax purposes, or the proceeds thereof, In Separate Continuing

Trust, to invest and reinvest the same until such trust terminates as hereinafter provided. This trust shall sometimes hereinafter be known as the "Family Trust."

(1) The Trustees shall pay so much (or all or none) of the income and principal of the Family Trust to or for the benefit of the Grantor's wife, Renee Bunnell Schwartz, and the Grantor's issue living from time to time in such proportions and estate and to the exclusion of any one or more of them, as the Trustees may in their discretion determine. In exercising this discretionary power, the Trustees may, but need not, consider any other resources of the Grantor's wife and shall give primary consideration to the needs and desires of the Grantor's wife. Any income not so distributed shall be accumulated and added to the principal of the Family Trust.

(2) Upon the death of the Grantor's wife, Renee Bunnell Schwartz, the Family Trust shall terminate and the then remaining principal shall be disposed of pursuant to the terms of Paragraph C of this Article FOUR as if the Grantor's wife had predeceased the Grantor and the Grantor had died leaving the same as the balance of the Trust Estate hereunder.

(3) The Estate Tax Exemption Amount shall be the largest amount, if any, which can pass free of Federal estate tax in the Grantor's estate by reason of the applicable estate tax exemption amount allowable to the Grantor's estate under the Internal Revenue Code, after taking into account the state death tax credit, if any, allowable to the Grantor's estate but no other credit (provided use of this credit does not require an increase in the state death taxes paid), and after taking account of property previously disposed of by this Trust or the Grantor's Will and the Grantor's adjusted taxable gifts and any reduction in them pursuant to Treas. Reg. Sec. 25.2701-5 and property passing outside of this Trust which is includible in the Grantor's gross estate and

does not qualify for the marital or charitable deduction and after taking account of charges to principal that are not allowed as deductions in computing the Grantor's Federal estate tax. For the purpose of establishing the Estate Tax Exemption Amount, the values finally fixed in the Federal estate tax proceeding relating to the Grantor's estate shall be used.

(4) If the Grantor's wife survives the Grantor and at the time of the Grantor's death the Federal estate tax is repealed, then the balance of all property not previously disposed of under this Trust shall be disposed of by the Family Trust and none shall pass as part of the balance of the Trust Estate.

(5) in determining the amount of income and principle to distribute to Grantor's wife. The Trustees may take into consideration the terms of a certain Pre Nuptial Agreement entered into by Grantor and Grantor's wife.

C. Balance of Trust Estate.

(1) If the Grantor's wife, Renee Bunnell Schwartz, survives the Grantor, the Trustees shall hold the balance of the Trust Estate, In Trust, to invest and reinvest the same and to pay to or on behalf of Grantor's wife, Renee Bunnell Schwartz, the entire net income therefrom in quarterly or more frequent intervals during her life and at any time or from time to time to pay her so much of the principal, whether the whole or a lesser amount, as the Trustees (other than the Grantor's wife) in their sole discretion may determine. In exercising this discretionary power, the Trustees (other than the Grantor's wife) may but need not consider any



other resources of Grantor's wife. The trust created under this Paragraph C shall be known as the "Marital Trust."

(2) Only assets eligible for the marital deduction shall be allocated to the Marital Trust. All property allocated to the Marital Trust shall be assumed to qualify for the marital deduction, but no portion of the Family Trust shall be deemed to qualify therefor. If the Grantor's wife survives the Grantor and upon the Grantor's death it is determined that no marital deduction is needed to eliminate Federal estate taxes in the Grantor's estate, or if at the time of the Grantor's death the Federal estate tax is repealed, then no Marital Trust shall be created, and all property not previously disposed of by this Trust shall be disposed of by the Family Trust created under Paragraph B of this Article FOUR.

(3) Upon the death of the Grantor's wife, or upon the Grantor's death if his wife does not survive him, as the case may be, if issue of the Grantor are then living, the Trustees shall divide and set apart all property then belonging to the principal of the Marital Trust, or the remaining balance of the Trust Estate (including property hereinbefore mentioned, but not effectively disposed of), as the case may be, into as many equal shares as will allow them to set apart one such share for each child of the Grantor then living, and one such share for each child of the Grantor who shall not then be living but who shall leave issue then living.

- (a) Each share so set apart for a child of the Grantor or the issue of a deceased child of the Grantor, shall be distributed to such child or to such issue, *per stirpes*, as the case may be; subject, in the case of any of such issue who shall not have attained the age of twenty-five (25) years, to the provisions of subparagraphs (b) - (e) of this Paragraph C.

- (b) Each share payable to issue of the Grantor who shall not have attained the age of twenty-five (25) years (such issue being the Abeneficiary@ of the trust for his or her benefit) shall be held by the Trustees in Further Continuing trust, to invest and reinvest the same and until the beneficiary shall have attained the age of twenty-one (21) years to pay so much of the net income and principal of such trust to or on behalf of the beneficiary as the Trustees shall in their discretion determine and to accumulate and add to principal any income not so paid. From and after the date upon which the beneficiary shall attain the age of twenty-one (21) years, the Trustees shall pay the net income to the beneficiary at least quarter-annually and also shall pay to the beneficiary so much of the principal, whether the whole or a lesser amount, as the Trustees shall in their discretion determine.
- (c) Upon each beneficiary attaining the age of twenty-five (25) years, the Trustees shall distribute to such beneficiary, all property then belonging to the principal of his or her trust.
- (d) In case the beneficiary for whom a trust is being held hereunder shall die before attaining the age of twenty-five (25) years, then upon the beneficiary=s death the trust shall terminate, and the Trustees shall distribute all property then belonging to the income or principal thereof to such person, including the estate or creditors of the estate of the beneficiary for whom such trust is being held hereunder as the beneficiary shall appoint by his or her will specifically referring to this general testamentary power of appointment. In default of exercise, the Trustees shall distribute such property to the issue of the beneficiary who survive him or her, *per stirpes*, or, in default thereof, to the Grantor's issue then living, *per stirpes*; provided that any property which would pass to a beneficiary for whom a trust is then being held under this Article shall not pass to such beneficiary but shall instead be added to the principal of his or her trust.
- (e) Notwithstanding any other provisions of this Agreement, the foregoing provisions of this Article shall not be given effect at any time after the expiration of twenty-one (21) years following the death of the last to die of the Grantor, the Grantor's wife, and the Grantor's issue who are persons-in-being at the Grantor's death and if any trust then exists under this Article, it shall forthwith terminate and the then remaining principal thereof shall vest in and be paid over to the primary beneficiary thereof.

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(4) Upon the Grantor's death, if his wife does not survive him, if none of the Grantor's issue survives the Grantor, the Trustees shall dispose of the balance of the Trust Estate as follows:

The Jane Goodall Foundation

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FIVE: Administration of Trust. In the construction and administration of the trusts hereunder:

(1) Whenever the Trustees are directed to pay the income or are authorized to pay principal of any trust the duty or power to pay the same to a beneficiary shall include the power to apply the same for the benefit of the beneficiary.

(2) In exercising any discretionary powers conferred upon the Trustees to pay or apply the principal or income of the trust, the Trustees shall act primarily in the interests of the current beneficiary (even to the extent of consuming the entire principal thereof, thereby terminating the trust) without regard to the interests of subsequent beneficiaries or remaindermen; and the Trustees may determine to make payments or applications of income or principal in equal or unequal amounts; and the Trustees may, but shall not be required, to inquire into or take into account the other income or resources of the beneficiary or the obligation of any person to support any beneficiary; and the Trustees may act without regard to any rules of trust law which may require impartiality as among such interests. The interests of all subsequent beneficiaries or remaindermen are subordinate to the exercise of such powers.

(3) Anything in subparagraph (2) to the contrary notwithstanding, no income or principal of the trusts created under this Agreement shall be used to defray or reimburse any expense paid or payable by any governmental agency or charitable institution for the support of any beneficiary hereunder, and the Trustees may not be compelled to pay or reimburse any such expense paid or payable by any such agency or institution.

(4) The Trustees may exercise or not exercise any right or power they may have to elect to receive the proceeds of any pension, profit sharing or other employee benefit plan or individual retirement plan in the form of a lump-sum distribution or upon installments or annuities or otherwise and to elect any income tax treatment available with respect thereto, all as they deem advisable, and even though the effect thereof may be to

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decrease the size of any disposition hereunder from the size it would have been if other dispositions of such rights or powers had been made.

(5) No Trustee shall be liable for any act performed by such Trustee in good faith or for any error of judgment or mistake of fact or law or for any loss or other detriment which the trust or beneficiary may suffer, save only for such Trustees' own bad faith or act of willful misconduct.

SDX: Trustee Powers.

A. The Trustees are authorized, in their discretion, in the administration of this Agreement and the trust hereunder:

(1) to retain any property in the form received by them and successive interests received on account thereof, for so long as they deem advisable; and to permit the beneficiary of the trust to use and occupy residential or vacation property, if any, held in such trust, rent and cost free and without liability to loss, damage or waste; and to acquire by purchase, by exercise of options, or otherwise to retain for so long as they deem advisable any other kind of realty and personalty, including balances in savings accounts, stock of any class, bonds or unsecured obligations (producing taxable or tax-exempt income), options, interests in investment trusts and discretionary common trust funds, all without diversification as to kind or amount and without being restricted by any statute or rule of law concerning fiduciary investments and even though such investment is non-income producing;

(2) to pay the Grantor's debts and funeral and burial expenses (including the expenses of the Grantor's last illness, which shall be paid out of the trust) as soon as convenience will permit and without regard to any limitation in applicable law as to the amount of such expenses and without the necessity of securing prior court approval;

(3) To manage, maintain, insure, repair, alter, improve, develop, subdivide, partition or otherwise deal in or with or abandon any real or personal property or any interest therein;

(4) to sell (at public or private sale), mortgage, exchange, grant options to purchase, lease or otherwise dispose of any real or personal property or any interest therein, at such times, in such manner and upon such terms and conditions (including, without limitation, for cash or on credit or both, and for a term, whether or not such term extends beyond the anticipated period of administration of any trust or any period fixed by law) as the Trustees may determine;

(5) to consent to the subordination, modification, renewal or extension of any note, bond, mortgage, open account indebtedness or other obligation, whether or not secured or evidenced by any writing; and to foreclose or otherwise deal with mortgages or

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to continue mortgage investments and to use other assets to protect any investment in any property, whether represented by note, bond, mortgage, other obligation or otherwise;

(6) to vote by discretionary proxy or otherwise, and to assent to, participate in or oppose any type of reorganization, readjustment, recapitalization, consolidation, merger, dissolution of or other action in connection with any corporation or other entity (including, without limitation, delegating discretionary powers to and depositing property with any committee and paying any assessments or other expenses);

(7) to borrow money without personal liability therefor from one or more of themselves or others for any and all purposes of any trust, and to pay all expenses incurred in connection with any borrowing, and to secure payment (including payment to one or more of themselves) by bond or mortgage, pledge or hypothecation, all upon such terms and conditions as they may determine, including, without limitation, in the case of a borrowing from themselves acting personally, at then prevailing rates of interest;

(8) to exercise any of their powers under this Agreement (including, without limitation, the powers to acquire or dispose of assets and to borrow money) with themselves or others acting in another fiduciary capacity under the last Will and testament of the Grantor or under any other *inter vivos* trust created by the Grantor, and also to lend money, with or without security, with no or nominal interest, and upon such other terms and conditions as they may determine, to themselves or others acting in any such fiduciary capacity;

(9) to employ and pay out of the Trust Estate the compensation of accountants, legal counsel, investment counsel, custodians and other agents of their selection even though they may have an interest in the firm providing the services and to delegate discretionary powers to them and to rely upon information or advice furnished by them;

(10) To remove any or all of the property of the Trust Estate or any trust hereunder to, and hold the same in, any jurisdiction whatsoever, but this power shall not be deemed in contravention of the direction in Article EIGHT of this Agreement;

(11) to divide property into shares and to pay property in kind, or partly in cash and partly in kind, and to effect such division or payment in whole or in part by allocating to each share or payment an undivided interest in any asset or by allocating certain assets to certain shares or payments and other assets to other shares or payments on a non-pro rata or disproportionate basis or otherwise, irrespective of the amount of unrealized appreciation or depreciation for capital gain or loss purposes of each asset thus allocated and without adjustment in the amount of any share or payment by reason of any difference in the bases thus allocated, and to elect or not to elect to recognize gain on any such payment, and such divisions, allocations, payments and elections shall be binding and conclusive on all persons interested therein;

(12) to apply to the use of any person any property, whether principal or income, vesting in or payable to such person, and in the case of a minor (a) to do so without regard

either to the duty of any person to furnish support for such minor or the availability of other funds for such purpose, or (b) to pay or deliver the same to such minor, or to a guardian or custodian under the Uniform Transfers to Minors Act, including a custodian selected by the Grantor's executor (who may select age 18 for termination of the custodianship), or to a parent of such minor, or to a person with whom such minor resides, or to any person authorized by this Agreement to hold the same under a power during minority;

(13) To continue to exercise all the rights, powers and privileges conferred by this Agreement with respect to any trust for a reasonable period after the termination thereof and until completion of distribution;

(14) to pay any and all expenses, costs, fees or other proper charges; and the right of any beneficiary to any payment of income or principal shall in every case be subject to the deductions which the Trustees may make against the same under the authority granted to them under this Agreement or by law;

(15) power in one co-Trustee, without the act of the other co-Trustees, to bind the trust by executing and delivering agreements, assignments, bills of sale, contracts, deeds, checks, notes, receipts and any other instruments necessary or appropriate for the administration of the trust;

(16) generally, to exercise for the benefit of the Trust Estate and the trust hereunder and in respect of any property constituting part thereof, all rights, powers and privileges of every name and nature which might or could be exercised by one owning such property absolutely and in their own right and without being limited in any way by the rights, powers and privileges specifically granted in this Agreement; and in connection with the exercise of such rights, powers and privileges or any of them, whether or not the same be specifically mentioned herein, to enter into such contracts, to execute such written instruments, and to include therein such covenants, terms and conditions as they may determine and to do any and all such other acts as they may determine to effectuate all rights, powers and privileges conferred upon them.

No beneficiary other than the Grantor or the legal representatives of the Grantor's estate shall have the right to question the acts or failures of the Trustees during the Grantor's life.

SEVEN: Successor Trustee

A. Upon the death, resignation or inability to act of the Trustee, Nelson ~~Bunnell~~ ^{Shapiro} is appointed as a successor co-Trustee. If Nelson ~~Bunnell~~ ^{Shapiro} is unable to act, then Martin N. Leaf is appointed as a successor Trustee.

B. With respect to any additional and/or successor Trustee, the Grantor, or, if he is then deceased or under a legal disability, the last-surviving individual Trustee at any time acting hereunder:


(1) may designate and appoint an individual or individuals or a bank or trust company as additional and/or successors and alternate successors to serve upon any contingency with or after those above named and may establish the order of succession;

(2) may revoke any such designation and appointment (even though the revoking Trustee did not make such designation and appointment) until it is, by its terms, effective; and

(3) shall effect a designation and appointment, if any, or a revocation, if any, by Will or by an *inter vivos* instrument, duly signed and acknowledged, and filed with the records of the trust.

C. The Grantor reserves the right to remove any of the Trustees then acting, by an *inter vivos* instrument, duly signed and acknowledged, delivered to the Trustees. The Grantor reserves the right to replace any of the Trustees so removed, by *inter vivos* instrument, duly signed and acknowledged, and filed with the records of the trust.

D. Any successor Trustee or co-Trustee shall qualify when his or her appointment becomes effective by delivering a duly signed and acknowledged Acceptance of Appointment to the then acting Trustee hereunder, or, if no Trustee is then acting, to the adult current income beneficiary of the trust. A copy of such Acceptance of Appointment shall be delivered to the Grantor if he is then living and not under any legal disability, or, if he is then living but under a legal disability, to his legal representatives. No successor Trustee shall be required to investigate

A handwritten signature in dark ink, appearing to be 'D. S. S.', is located at the bottom left of the page.

or audit the accounts or acts of the prior Trustees or to take any action with respect thereto before qualifying or acting.

EIGHT: Trustees

A. No individual Trustees named herein shall be entitled to receive compensation, but they shall be entitled to reimbursement from the trust for any out-of-pocket expenses reasonably incurred in connection with their services as Trustees.

B. Any Trustee acting hereunder, other than those named herein shall be entitled to the compensation permitted trustees under the laws of the State of New York in effect from time to time.

C. Each Trustee is excused from the duty of rendering annual or other periodic accounts to any court, whether provided by the laws of the New York or any other state or otherwise. The Trustees shall not be required to account in any court in the absence of breach of trust.

D. The Trustees may at any time or from time to time render an account of their acts and transactions with respect to the income and principal of the trust hereunder from the date of the creation of the trust or from the date of the last previous account of the Trustees, as the case may be. Any such account shall be rendered to the Grantor, if he is then living and under no legal disability, or, to the Grantor's legal representatives if the Grantor is then living but under a legal disability, or, if the Grantor is not then living, to the beneficiaries of the trust.

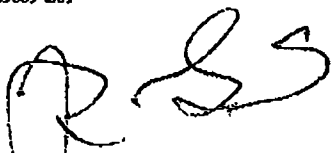
The person or persons to whom an account is rendered in accordance with the foregoing provisions shall have full power and authority on behalf of all persons interested in the trust to settle and adjust such account; and upon such account being settled and adjusted to the satisfaction of such person or persons, it shall be final and conclusive upon each and every person (whether then living or then ascertainable or not) who shall then or thereafter be or become interested in either income or principal of the trust, with like effect as a judgment of a court having jurisdiction judicially settling such account in an action or proceeding in which the Trustees and all persons having or claiming any interest in the trust were parties; and the approval of such account by such person or persons shall constitute a full and complete discharge and release of the Trustees from all further liability, responsibility and accountability for or with respect to the acts and transactions of the Trustees embodied in such account, both as to income and as to principal.

Notwithstanding the provisions of Paragraph B of Article NINE of this Agreement, the Trustees may mail such account by first class mail to the address shown on their records of the person or persons to whom an account is rendered in accordance with the foregoing provisions of this Article, and if such person or persons shall not object thereto in writing received by the Trustees within ninety (90) days of such mailing, such account shall be deemed settled in accordance with the foregoing provisions of this Article.

E. Notwithstanding the foregoing, the Trustees may have their account judicially settled at any time if they shall deem it advisable to do so.

F. The following provisions, in addition to all others herein, shall apply to the Trustees:

- (1) The term Trustee or Trustees shall mean the Trustee or Trustees for the time being in office; and each of them shall have the same rights, powers, duties and privileges, whether or not discretionary, as if originally appointed hereunder, except as to any right, power, duty or privilege expressly withheld from any such Trustee by any other provision of this Agreement and except as to any right, power, duty or privilege expressly conferred upon a designated class of Trustees (such as the individual Trustees or an independent Trustee) by any other provision of this Agreement, which said right, power, duty or privilege shall not be exercisable by a Trustee not within the class; and provisions referring to the Trustees shall be construed in the plural or singular and in the masculine, feminine or neuter, as appropriate.**
- (2) No Trustee, whether named herein or otherwise designated or appointed, shall be required to give any bond or security in any court or jurisdiction.**
- (3) The rights, powers and privileges conferred upon the Trustees by this Agreement are in addition to and not by way of limitation of the rights, powers and privileges conferred by law and may be exercised without the authorization of any court.**
- (4) Any individual Trustee acting hereunder may delegate any or all of his or her rights, powers, duties and privileges, whether or not discretionary, to the other then-acting Trustee (except as to matters involving any right, power, duty or privilege withheld from or not conferred upon such other Trustee by any provision of this Agreement) by delivering an instrument, signed and acknowledged, to the appropriate effect to such other Trustee, provided, however, that any such instrument shall be revocable at any time.**
- (5) Any Trustee acting hereunder may resign at any time without court application or consent by delivering an instrument in writing, signed and acknowledged, to his, her or its co-Trustee, if any, and to his, her or its successor, if any, and by filing a copy of such instrument with the records of the trust. A copy of such instrument shall be delivered (i) to the Grantor, if he is then living and not under any legal disability or (ii) if the Grantor is then living but under a legal disability, to his legal representative.**
- (6) The Trustees shall have the authority to appoint one or more agents the the Trust to act as signators for the Trust on all checking and savings account.**
- (7) The Trustees shall have the authority to appoint and remunerate one or agents to manage Trust assets and to advise the Trustees and to accomplish any other function endemic to the Trust purpose and operation.**
- (8) The Trustees shall have the right to retain attorney(s) accountant(s) financial advisor(s), broker(s), finder(s) and any other person or entity whose services the Trustees deem, in their sole discretion, necessary and prudent for the best interest of the Trust and**



to pay for such services, the fees and expenses of such persons or entities, in such amounts as the Trustees, in their sole discretion deem appropriate, reasonable and necessary.

(9) The TRUSTEES shall have the right to retain attorneys, accountants, financial advisors, brokers, finders and any other person or entity whose services the TRUSTEES deem, in their sole discretion, necessary and prudent for the best interests of the Trust and to pay for the services and expenses of such persons such amount as the TRUSTEES, in their sole discretion, deem appropriate, reasonable and necessary. No Trustee shall be deemed liable in relying on the opinion of any such professional or service provider.

(10) The death, insolvency, bankruptcy or incapacity of any Trustee or beneficiary under this Trust shall not affect the operation or continuity of the Trust.

(11) Any Trustee acting hereunder may, by an acknowledged instrument delivered to another Trustee, delegate any rights or powers to such other Trustee and, after such delegation, shall have no further responsibility with respect to the exercise of such rights or powers so long as such delegation shall remain in effect. Any such delegation may be revoked by a similar instrument so delivered at any time.

(12) Each commissions of any individual trustee shall be liable for the acts or defaults of a co-trustee. Each Trustee shall be deemed to have acted within the scope of his, her or its authority, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all persons interested unless the contrary be proved by affirmative evidence, and in the absence of such proof shall not be liable for loss arising from depreciation or shrinkage in value of any property herein authorized to be held or acquired.

NINE: Third Persons.

A. With respect to persons dealing with the Trustees:

(1) Anyone may rely upon a copy of this Agreement and of any other document amending, modifying or revoking this Agreement in whole or in part and of any other document required by this Agreement to be in writing, which is certified by any Trustee to be a full and complete copy of this Agreement or of such document, to the same effect as if such copy or copies were the original or originals, as the case may be. Anyone may rely upon any statements of fact certified by any Trustee hereunder.

(2) No person or corporation dealing with the Trustees in any transaction affecting the Trust Estate or any trust shall be required to inquire or investigate into the Trustees' authority for entering into such transaction or to see to the application made by the Trustees of the proceeds of any such transaction.

R. S. B.

B. Delivery of any document under this Agreement is made either:

(1) By personal delivery; or

(2) By depositing the same in the mails, postage prepaid, either registered or certified mail, return receipt requested, to the address that such person shall from time to time have specified in writing to the party effecting the delivery or if none, to the person's last known address.

TEN: Additions to Trust Estate. The Trustees shall accept for addition to any trust or trusts hereunder any property transferred to them at any time by the Grantor or devised and bequeathed to them under the Grantor's Will or disposed to them at any time by act of the Grantor from any source. The Trustees are authorized, at any time and from time to time, in their discretion, to accept any property from any other person by deed, gift, will or otherwise, for addition to any trust or trusts hereunder or the Trustees may reject the same. Any such additions will be held, administered and distributed in accordance with the provisions of this Agreement with respect to the trust or trusts to which such addition is made.

ELEVEN: Trust is Revocable. The Grantor reserves the right, at any time or from time to time during his lifetime and without the consent or approval of any person, (a) by an instrument signed by him and delivered to the Trustees, to revoke the trust hereby created in whole or in part, without the consent of any other person, or (b) by a like instrument signed and acknowledged by him and delivered to the Trustees, to amend this agreement, provided that the duties, responsibilities and rate of compensation of the Trustees shall not be altered without the Trustees' written consent. The Trustees shall be under no duty to inquire into the circumstances



surrounding any revocation or amendment (including whether the revocation or amendment was procured by undue influence), except to be satisfied that the Grantor is competent to execute the instrument delivered to the Trustees. After the death of the Grantor the trust shall be irrevocable.

TWELVE: Acceptance by Trustees The Trustees acknowledge receipt of the property set forth on Schedule A, and accept the trust hereby created and covenant that they will faithfully discharge all duties of their office as such Trustees.

THIRTEEN: Binding on Parties and Others The provisions of this Agreement shall be binding upon the distributees, legal representatives, successors and assigns of the parties hereto.

FOURTEEN: Anti-Contest In the event that any beneficiary named herein shall, directly or indirectly, for any reason whatever, institute, directly or indirectly, any action or proceeding against The Trustees and/ or the Trust and/or any other distributee under this Trust seeking to impeach, impair, set aside or invalidate any of the provisions of this Trust, or make any agreement in connection with any of the foregoing with any person instituting any such action, any and all dispositions, devises, bequests, trusts or other provisions to or for the benefit of such person or persons are hereby revoke and any such disposition to or for the benefit of any such person or persons shall be deemed null and void. And the Trust shall be construed as if such provisions and/or such person or persons had not been included in the Trust instrument.

IN WITNESS WHEREOF, the Grantor and Trustees have hereunto set their hands to two (2) counterparts of this Agreement, each of which, without the other, shall be deemed an original, as of the day and year first above written.


Robert Leon Schwartz, Grantor and Trustee



Renee Bunnell Schwartz, Trustee


Kathryn Williams, Trustee

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the ¹⁴ day of ~~February~~ in the year 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert Leon Schwartz personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Grantor and as Trustee and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

**NELSON BRUNO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 015H466788
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES DECEMBER 31, 2008**




Notary Public

(Notarial Seal)

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the ¹⁵ day of ~~January~~ in the year 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Renee Bunnell Schwartz, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Trustee and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

NELSON SHAPIRO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 018H4266629
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES DECEMBER 31, 2008



Notary Public

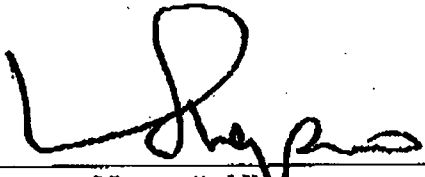
(Notarial Seal)

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the ¹⁵ day of ~~January~~ in the year 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Kathryn Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Trustee and that

by his signature on the instrument, the person or the entity upon behalf of which the person acted,
executed the instrument.

NELSON SHAPIRO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 018H4866529
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES DECEMBER 31, 2008



Notary Public

(Notaries Seal)

Schedule A

**THE ROBERT LEON SCHWARTZ
2004 REVOCABLE TRUST AGREEMENT**

Cash \$10.00

Machoff Account \$51000.00

@ 23

Thursday, January 15, 2004

To Whom It May Concern:

The undersigned witnessed Robert Leon Schwartz (Bob) sign a Revocable Trust Agreement this evening at 6:30 p.m. at his home at 617 West End Avenue, New York City, New York. Bob stated that he had already read the Trust several times, asked Martin Leaf, his attorney, questions about clauses which he didn't understand, and thereafter he fully understood the answers to his questions. ¶

Before signing the Trust, Bob was jovial and engaged in conversation with us. When Bob signed the Trust, there was absolutely no doubt in our minds that Bob was well rested, cheerful, alert, mentally sound, competent, and in possession of all of his senses.

His attorney reviewed each page with Bob and asked Bob to initial at the bottom of each page when Bob said he was clear about the provisions on that page and was ready to go to the next page. Bob was competent when he signed the Trust.

Kathryn Bullock
2021 Lake Shore Drive
Winston-Salem
N. Carolina 27106

Nelson Shapiro
2931 Cheryl Road
Merrick NY 11566

EXHIBIT B

EDWARD MERKER, M.D., F.A.C.E
ENDOCRINOLOGY, DIABETES, METABOLIC DISEASES
GERIATRIC MEDICINE

35 EAST 85TH STREET
NEW YORK, N.Y. 10028
TEL. (212) 288-1110
FAX. (212) 861-7429

237 EAST 20TH STREET
NEW YORK, N.Y. 10003
TEL. (212) 777-3280
FAX. (212) 777-5907

February 24, 2009

Brian Neville, Esq. (for Renee Bunnell)
LAX & Neville, LLP
1412 Broadway, Suite 1407
New York, N.Y. 10018

Dear Mr. Neville:

Robert Schwartz has been under my medical care for a long time. His health is fragile due to chronic kidney disease, cerebrovascular insufficiency and coronary artery disease. He has difficulty with walking due to instability on his legs and difficulty with activities of daily life including positional transfer. His home is currently equipped for assistance with his disability. His health would be threatened seriously and his life compromised were he to move from his protective environment.

Yours truly,

Edward Merker, M.D., F.A.C.E.
Associate Clinical Professor of
Medicine and Geriatrics
Mt. Sinai School of Medicine

EXHIBIT C

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

385 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York ☐ London

ROBERT L. SCHWARTZ
2004 REVOCABLE TRUST

309 CENTRAL PARK WEST STE 1D
NEW YORK NY 10024

PAGE
1

PERIOD ENDING
12/30/08

YOUR TAX PAYER IDENTIFICATION NUMBER
*****7918

YOUR ACCOUNT NUMBER
1-S0227-3-0

DATE	BOUGHT RECEIVED ON LONG	SOLD DELIVERED OR SHORT	TIN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/12	2,394		351	BALANCE FORWARD		170,333.22	
11/12	1,710		853	WELLS FARGO & CO NEW	29.800	71,436.20	
11/12	1,482		4677	HEWLETT PACKARD CO	36.900	59,747.00	
11/12	969		5179	WAL-MART STORES INC	55.830	82,799.06	
11/12	3,591		9003	INTERNATIONAL BUSINESS MACHS	87.270	84,602.63	
11/12	3,933		9505	EXXON MOBIL CORP	72.880	261,855.08	
11/12	1,881		13831	INTEL CORP	16.510	57,224.83	
11/12	2,565		18156	JOHNSON & JOHNSON	59.580	112,144.98	
11/12	1,368		22482	J.P. MORGAN CHASE & CO	38.530	98,931.45	
11/12	798		26808	COCA COLA CO	44.650	61,148.88	
11/12	1,482		31134	MEDONALDS CORP	55.370	44,216.25	
11/12	5,415		35460	MERCK & CO	28.550	42,370.10	
11/12	2,736		39786	MICROSOFT CORP	21.810	118,317.15	
11/12	1,983		52784	ORACLE CORPORATION	17.300	47,441.80	
11/12	627		53266	PEPSICO INC	56.410	61,135.03	
11/12	4,617		57090	APPLE INC	100.780	63,214.05	
11/12	1,983		57592	PFIZER INC	16.940	78,395.98	
11/12	2,052		61416	ABBOTT LABORATORIES	54.610	59,185.63	
11/12	741		51918	PROCTER & GAMBLE CO	64.080	131,574.16	
11/12	1,425		65742	ANGEN INC	59.160	43,866.56	
11/12	3,420		66244	PHILLIP MORRIS INTERNATIONAL	43.600	62,187.00	
11/12	1,140		70068	BANK OF AMERICA	21.590	73,973.80	
11/12	3,705		70570	QUALCOMM INC	33.770	38,542.80	
11/12				CITI GROUP INC	12.510	45,497.55	
				CONTINUED ON PAGE 2			

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York □ London

ROBERT L. SCHWARTZ
2004 REVOCABLE TRUST

300 CENTRAL PARK WEST STE 13
NEW YORK NY 10024

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

PERIOD ENDING
11/30/08

PAGE
2

YOUR ACCOUNT NUMBER
1-S0227-3-D

YOUR TAXPAYER IDENTIFICATION NUMBER
*****3718

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/12	855		74394	SCHLUMBERGER LTD	49.480	42,339.40	
11/12	2,952		74896	COMCAST CORP	16.510	33,960.52	
11/12	4,047		78720	CL A			
11/12	1,026		79222	AT&T INC	27	109,430.00	
11/12	684		83046	CONGPHILIPS	52.510	53,916.25	
11/12				UNITED PARCEL SVC INC	52.040	35,622.36	
11/12	4,161		83548	CLASS B			
11/12	1,197		87372	ETSC SYSTEMS INC	16.730	59,779.53	
11/12	1,425		87874	U S BANCORP	29.530	35,394.43	
11/12	684		91698	CHEVRON CORP	73.430	104,694.75	
11/12	7,239		92200	UNITED TECHNOLOGIES CORP	52.150	36,388.44	
11/12	1,938		96024	GENERAL ELECTRIC CO	19.630	142,390.57	
11/12	171		96526	VERIZON COMMUNICATIONS	30.410	59,011.58	
11/12		2,575,000	22960	GOOGLE	337.400	57,701.40	
11/12				U S TREASURY BILL	99.936		2,573,352.00
11/12				DUE 2/12/2009			
11/12				2/12/2009			
11/12				FIDELITY SPARTAN	DIV		
11/12		23,784	18061	U S TREASURY MONEY MARKET			14,056
11/12				DIV 11/12/08	1		
11/12	4,200		27429	FIDELITY SPARTAN			
11/12				U S TREASURY MONEY MARKET			
11/12				FIDELITY SPARTAN			
11/12				U S TREASURY MONEY MARKET			
11/12				FIDELITY SPARTAN			
11/12				U S TREASURY MONEY MARKET			
11/12				DIV 11/19/08	1		
11/12				CONTINUED ON PAGE 3			

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INVESTMENT SECURITIES LLC
New York ☐ London

ROBERT L. SCHWARTZ
2004 REVOCABLE TRUST

300 CENTRAL PARK WEST STE 1D
NEW YORK NY 10024

PERIOD ENDING
11/30/03

YOUR TAX PAYER IDENTIFICATION NUMBER
*****7918

YOUR ACCOUNT NUMBER
1-50227-3-0

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/19		4,200	52907	FIDELITY SPARTAN	1		6,200.00
11/19	175,000		57443	U.S. TREASURY MONEY MARKET	99.925	174,870.50	
11/19	102		61945	U.S. TREASURY BILL DUE 03/26/2009 3/26/2009	1	102.00	
				FIDELITY SPARTAN			
				U.S. TREASURY MONEY MARKET			
				NEW BALANCE		329,591.85	
				SECURITY POSITIONS	WKT PRICE		
	4,047			AT&T INC	28.550		
	1,083			ABBOTT LABORATORIES	52.390		
	741			ANSEN INC	55.540		
	627			APPLE INC	92.670		
	3,420			BANK OF AMERICA	16.250		
	1,425			CHEVRON CORP	79.010		
	4,161			CISCO SYSTEMS INC	16.540		
	3,705			CITI GROUP INC	8.290		
	1,368			CDIA/COLA CO	45.870		
	2,052			COMCAST CORP	17.340		
				CL A			
	1,026			CONOCOPHILIPS	52.320		
	3,591			EXXON MOBIL CORP	80.150		
	7,239			GENERAL ELECTRIC CO	17.170		
				CONTINUED ON PAGE 4			

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PERIOD ENDING
11/30/88

YOUR TAX PAYER IDENTIFICATION NUMBER
*****7318

YOUR ACCOUNT NUMBER
1-S0227-3-0

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
	171 1,710 3,933 969 2,565 1,881 798 1,482 5,415 2,736 1,083 4,617 1,425 2,052 1,140 855 102 1,197 684 175,000 584			GOOGLE HEWLETT PACKARD CO INTEL CORP INTERNATIONAL BUSINESS MACHS J.P. MORGAN CHASE & CO JOHNSON & JOHNSON MCDONALD'S CORP MERCK & CO MICROSOFT CORP ORACLE CORPORATION PEPSICO INC PFIZER INC PHILLIP MORRIS INTERNATIONAL PROCTER & GAMBLE CO QUALCOMM INC SCHLUMBERGER LTD FIDELITY SPARTAN U S TREASURY MONEY MARKET U S BANCORP UNITED-PARCEL SVC INC CLASS B U S TREASURY BILL DUE 03/26/2009 3/26/2009 UNITED TECHNOLOGIES CORP	292.960 35.280 13.800 81.500 31.660 58.580 58.750 26.720 20.220 16.090 56.700 16.430 42.160 64.350 33.570 50.740 1 26.980 57.600 99.971 48.530		

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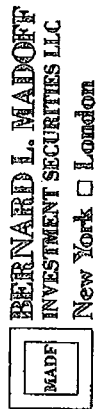
PERIOD ENDING
11/30/98

YOUR TAX PAYER IDENTIFICATION NUMBER
*****7918

YOUR ACCOUNT NUMBER
1-50227-3-0

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
	1,938 1,482 2,394			VERIZON COMMUNICATIONS WAL-MART STORES INC WELLS FARGO & CO NEW MARKET VALUE OF SECURITIES LONG 2,586,373.78 SHORT	32.650 55.880 28.890		

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11/30/08

YOUR TAX PAYER IDENTIFICATION NUMBER
*****7918

YOUR ACCOUNT NUMBER
1-50227-3-0

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
				YEAR-TO-DATE SUMMARY DIVIDENDS GROSS PROCEEDS FROM SALES			19,661.80 16,304.66

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PERIOD ENDING
11/30/08

YOUR TAX PAYER IDENTIFICATION NUMBER
*******7918**

YOUR ACCOUNT NUMBER
1-50227-4-0

08-01789-cgm

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/12		57	44112	BALANCE FORWARD			170,334.00
11/12	57		48438	S & P 100 INDEX NOVEMBER 450 CALL	15.800		90,003.00
11/19		57	34542	S & P 100 INDEX NOVEMBER 450 PUT	17.800	101,517.00	
11/19	57		38867	S & P 100 INDEX DECEMBER 430 CALL	26		148,143.00
11/19	57		43192	S & P 100 INDEX DECEMBER 420 PUT	30	171,057.00	
11/19		57	47517	S & P 100 INDEX NOVEMBER 450 CALL	3	17,157.00	
11/19				S & P 100 INDEX NOVEMBER 450 PUT	37		210,349.00
				NEW BALANCE			329,592.00
		57		SECURITY POSITIONS S & P 100 INDEX DECEMBER 430 CALL	MKT PRICE 23.300		
	57			S & P 100 INDEX DECEMBER 420 PUT	16.500		
				MARKET VALUE OF SECURITIES LONG 94,050.00 SHORT 132,810.00-			

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P 46 290

Exhibit B

EXHIBIT D

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE
0646		1-S0227-3	R	22960	5	1		11/10/08	11/12/08
IDENTIFICATION NO.	CONTRA PARTY		C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
BOT	2,575,000	912795K34	U S TREASURY BILL DUE 2/12/2009	2573352.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
99.936	2573352.00					

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	QIR	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-4	D	43192	8	1		11/14/08	11/19/08	
IDENTIFICATION NO.	CONTRA PARTY		C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS					

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	57	783790KLF	S & P 100 INDEX NOVEMBER 460 CALL	17157.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
3.000	17100.00	57.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	DIR	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	17
0646		1-S0227-4	R	34542	8	1		11/14/08	11/19/08	
IDENTIFICATION NO.	CONTRA PARTY		C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS					

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
BOT	57	783790LFF	S & P 100 INDEX DECEMBER 430 CALL	148143.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
26.000	148200.00	57.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	DRI	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE
0646		1-S0227-4	R	47517	8	1		11/14/08	11/19/08
IDENTIFICATION NO.	CONTRA PARTY		C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
BOT	57	783790HJ1	S & P 100 INDEX NOVEMBER 450 PUT	210843.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
37.000	210900.00	57.00				

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0646		1-50227-4	D	38867	8	1		11/14/08	11/19/08
IDENTIFICATION NO.	CONTRA PARTY		C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	57	783790XD4	S E P 100 INDEX DECEMBER 420 PUT	171057.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MSC.
30.000	171000.00	57.00				

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0646		1-S0227-3	D	57443	5	1		11/19/08	11/19/08	17
IDENTIFICATION NO.	CONTRA PARTY		C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS					

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	175,000	912795K91	U S TREASURY BILL DUE 03/26/2009 Y.T.M. .21% 3/26/2009	174870.50

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
99.926	174870.50					

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0848		1-S0227-3	D	18156	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY			C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	2,565	46625H100	J.P. MORGAN CHASE & CO	98931.45

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
38.530	98829.45	102.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0846		1-S0227-3	D	13831	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY			C.H. NUMBER			SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,881	478160104	JOHNSON & JOHNSON	112144.98

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
59.580	112069.98	75.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	CODES			TRADE DATE	SETTLEMENT DATE	
					TR	CAP	SETT			
0846		1-S0227-3	D	26808	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.		CONTRA PARTY			C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	798	580135101	MCDONALDS CORP	44216.26

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
55.370	44185.26	31.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0846		1-S0227-3	D	31134	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				O.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,482	589331107	MERCK & CO	42370.10

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
28.550	42311.10	59.00				

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0046		1-S0227-3	D	35460	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRAPARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	5,415	594918104	MICROSOFT CORP	118317.15

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
21.810	118101.15	216.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	CODES			TRADE DATE	SETTLEMENT DATE	
					TR	CAP	SETT			
0846		1-S0227-3	D	39786	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.		CONTRA PARTY			C.N. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	2,736	68389X105	ORACLE CORPORATION	47441.80

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
17.300	47332.80	109.00				

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					TR	CAP	SETT			
0046		1-S0227-3	D	52764	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.		CONTRA PARTY			C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,083	713448108	PEPSICO INC	61135.03

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
56.410	61092.03	43.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	O/R	TRANS. NO.	TR	OAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	57090	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				O.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	4,617	717081103	PFIZER INC	78395.98

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
16.940	78211.98	184.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0848		1-S0227-3	D	65742	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,425	718172109	PHILLIP MORRIS INTERNATIONAL	62187.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
43.600	62130.00	57.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	61416	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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300 CENTRAL PARK WEST STE 1D
NEW YORK NY 10024

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	2,052	742718109	PROCTER & GAMBLE CO	131574.16

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
64.080	131492.16	82.00				

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Fax 212 838-4061

ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	70068	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,140	747525103	QUALCOMM INC	38542.80

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
33.770	38497.80	45.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	74394	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	855	806857108	SCHLUMBERGER LTD	42339.40

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
49.480	42305.40	34.00				

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ORIGINATOR NO.		DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646			1-S0227-3	D	87372	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.		CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,197	902973304	U S BANCORP	35394.41

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
29.530	35347.41	47.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	OAP	SETT	TRADE DATE	SETTLEMENT DATE	
0648		1-S0227-3	D	83046	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	684	911312106	UNITED PARCEL SVC INC CLASS B	35622.36

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
52.040	35595.36	27.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	91698	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.M. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	684	913017109	UNITED TECHNOLOGIES CORP	36388.44

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
53.160	36361.44	27.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0846		1-S0227-3	D	96024	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,938	92343V104	VERIZON COMMUNICATIONS	59011.58

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
30.410	58934.58	77.00				

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ORIGINATOR NO.		DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646			1-S0227-3	D	04677	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.		CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,482	931142103	WAL-MART STORES INC	82799.06

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
55.830	82740.06	59.00				

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					TR	OAP	SETT			
0646		1-S0227-3	D	00351	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.		CONTRA PARTY			C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	OUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	2,394	949746101	WELLS FARGO & CO NEW	71436.20

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
29.800	71341.20	95.00				

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ORIGINATOR NO.		DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646			1-S0227-4	R	44112	8	1		11/06/08	11/12/08	
IDENTIFICATION NO.		CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
BUT	57	783790KLF	S & P 100 INDEX NOVEMBER 460 CALL	90003.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
15.800	90060.00	57.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	OAP	SETT	TRADE DATE	SETTLEMENT DATE	
0846		1-S0227-4	D	48438	8	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	57	783790WJ1	S & P 100 INDEX NOVEMBER 450 PUT	101517.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
17.800	101460.00	57.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0648		1-S0227-3	D	78720	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.M. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	4,047	00206R102	AT&T INC	109430.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
27.000	109269.00	161.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	YR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	57592	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,083	002824100	ABBOTT LABORATORIES	59185.63

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
54.610	59142.63	43.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	61918	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				O.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	741	031162100	AMGEN INC	43866.56

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
59.160	43837.56	29.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	53266	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY			O.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	627	037833100	APPLE INC	63214.06

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
100.780	63189.06	25.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	66244	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				O.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	3,420	060505104	BANK OF AMERICA	73973.80

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
21.590	73837.80	136.00				

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0646		1-S0227-3	D	87874	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				O.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,425	166764100	CHEVRON CORP	104694.75

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
73.430	104637.75	57.00				

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0046		1-50227-3	D	83548	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	OUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	4,161	17275R102	CISCO SYSTEMS INC	69779.53

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
16.730	69613.53	166.00				

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0648		1-S0227-3	D	70570	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY			C.H. NUMBER			SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUBIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	3,705	172967101	CITI GROUP INC	46497.55

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
12.510	46349.55	148.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	22482	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				O.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,368	191216100	COCA COLA CO	61148.88

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
44.660	61094.88	54.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	YR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	74896	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	2,052	20030N101	COMCAST CORP CL A	33960.52

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
16.510	33878.52	82.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0648		1-S0227-3	D	79222	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER	SPECIAL DELIVERY INSTRUCTIONS				

ROBERT L SCHWARTZ
2004 REVOCABLE TRUST
300 CENTRAL PARK WEST STE 1D
NEW YORK NY 10024

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,026	20825C104	CONOCOPHILIPS	53916.26

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
52.510	53875.26	41.00				

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New York ☐ London

MEMBER:
FINRA NSX SIPC NSCC DTC

385 Third Avenue
New York, NY 10022
212 230-2424
800 384-1343
Fax 212 838-4061

ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0848		1-S0227-3	D	09003	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
S&D	3,591	302316102	EXXON MOBIL CORP	261855.08

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
72.880	261712.08	143.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	92200	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				O.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	7,239	369604103	GENERAL ELECTRIC CO	142390.57

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
19.630	142101.57	289.00				

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ORIGINATOR NO.		DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0046			1-S0227-3	D	96526	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.		CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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NEW YORK NY 10024

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	171	38259P508	GOOGLE	57701.40

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
337.400	57695.40	6.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	CODES			TRADE DATE	SETTLEMENT DATE	
0646		1-S0227-3	D	00853	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	1,710	428236103	HEWLETT PACKARD CO	59747.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
34.900	59679.00	68.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE
0846		1-S0227-3	D	09505	5	1		11/06/08	11/12/08
IDENTIFICATION NO.	CONTRA PARTY			C.H. NUMBER	SPECIAL DELIVERY INSTRUCTIONS				

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NEW YORK NY 10024

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WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
\$LD	3,933	458140100	INTEL CORP	57224.83

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
14.510	57067.83	157.00				

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ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	D/R	TRANS. NO.	CODES			TRADE DATE	SETTLEMENT DATE	
0848		1-S0227-3	D	05179	5	1		11/06/08	11/12/08	
IDENTIFICATION NO.	CONTRA PARTY				C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS			

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NEW YORK NY 10024

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	969	459200101	INTERNATIONAL BUSINESS MACHS	84602.63

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
87.270	84564.63	38.00				

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